



General terms and conditions

1. DEFINITIONS

1.1 For the purposes of these Terms and Conditions, the terms listed below are defined as follows:

- "General Terms and Conditions" means these General Terms and Conditions.
- "Special Conditions" means the Conditions that specifically relate to a type of Services.
- "Services" means the services specified in the Special Terms and performed by Oxygis in execution of the Agreement, including but not limited to Software, Documentation, Projects, Studies, Reports, preparatory documents ("Results") developed for the Client. The delivery of Products by Oxygis is considered to be a Service.
- By "Oxygis", we will understand Oxygis Partners SRL whose registered office is located at Les Croisettes 4, 6812 Suxy and whose VAT number is BE 0872.350.989.
- "Customer" refers to the legal entity placing the order.
- "User" means any person making use of our services or products.
- "Agreement" means as the case may be (i) the offer accepted by the Client, (ii) the Agreement entered into between Oxygis and the Client, or (iii) any other written agreement entered into between Oxygis and the Client in respect of the provision of Services and/or Products. The Agreement consists of, where applicable, the following documents in descending order of importance: 1° the Offer, 2° the Special Terms and Conditions, 3° these General Terms and Conditions, 4° the Order, and 5° the Invitation to Tender or the Specifications, each including any annexes thereto.
- "Products" means Oxygis Products as well as Third Party Products, whether incorporated or not.
- "Third Party Products" refers to the services of distributors for which Oxygis acts as a reseller.
- "Confidential Information" means the contents of the Agreement, as well as documents and information (including, but not limited to, offers, reports, Results, Software...) received from the other Party in the course of the execution of the Agreement.

2. FIELD OF APPLICATION

2.1 These General Terms and Conditions, possibly supplemented by Special Terms and Conditions, apply to all Services/Products, current and future, delivered by Oxygis for the Client. They are deemed to be accepted by Clients and users. If the Client's documents such as the specifications, the invitation to tender, the order or other documents, refer to different conditions, these are, in their entirety, inapplicable to the Services/Products. If public procurement law is applicable in the relationship between Oxygis and the Client, these General Terms and Conditions, possibly supplemented by Special Terms and Conditions, will be applicable in a supplementary manner to the extent that this is permitted by public procurement law.

3. OFFER



- 3.1 The offer is based on the data of the invitation to tender, the specifications or any other document issued by the Client in which the Services/Products are described. These data are considered to be accurate and complete. The Client releases Oxygis from any obligation to research or provide information on this subject. All consequences of any errors or gaps in the tender, the specifications or any other document issued by the Client will be borne by the Client, who releases Oxygis from any such obligation.
- 3.2 The offer shall only remain valid for an acceptance period of thirty (30) calendar days from the date of the offer. After expiry of the acceptance period, Oxygis is not bound by any acceptance of the offer by the Client. If Oxygis begins, at the request or with the consent of the Client, the provision of the Services/Products before the Client accepts the offer, then the execution of the Agreement constitutes tacit acceptance of the offer by the Client.
- 3.3 Subject to the tacit acceptance provided for in Article 3.2 these General Terms and Conditions, the Client must accept the offer in writing by placing an order or signing the offer. If the order deviates from the offer, Oxygis is not bound by the latter and the Agreement is not concluded, unless Oxygis expressly accepts the order in writing.

4. ENTRY INTO FORCE

- 4.1 The Agreement shall enter into force in accordance with the provisions of Article 3.3 above.
- 4.2 If the Agreement does not provide for an effective date for the provision of the Services/Products, Oxygis will set this date and inform the Client in writing.

5. MODIFICATION OF THE TERMS OF THE AGREEMENT

- 5.1 Amendments to the Agreement made at the request of one of the Parties shall be binding on the Parties only if they have been agreed in writing signed by both Parties.
- 5.2 Any additional work resulting from possible errors or gaps in the tender, the specifications or any other document issued by the Client must be paid for in full by the Client.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1 The Client must provide Oxygis with all the support necessary for the proper execution of this Agreement. This support includes, in particular, that Oxygis has at its disposal: (i) files, documents or other information relevant to the provision of the Services/Products at the start of the service which must meet the quality standards as described in Oxygis' offer or specifications; (ii) physical access to the Client's premises where Oxygis must deliver the Services/Products, in the permanent presence of a representative of the Client, as well as remote (secure) access to cloud environments, servers, VPNs and applications if necessary for preparation, delivery, etc. (iii) premises equipped with all means of communication (telephone, internet, etc.); (iv) authorization to carry out all operations, by all necessary or useful means, to prepare and execute the obligations imposed on it by this Agreement without



having to consult the Customer beforehand; and (v) a Contact Person, or a limited number of such persons, for all technical, administrative and other matters relating to the Services/Products.

- 6.2 The Client acknowledges and accepts that failure to provide such support, information or access to Oxygis may affect the provision of the Services/Products. Oxygis will not be held liable for delays in delivery or defects in the Services/Products when these are attributable to the Client or a third party.
- 6.3 The Client is responsible for obtaining and maintaining, at its own expense, any license, registration, permit or authorization required for the performance of its obligations under this Agreement.
- 6.4 The Client is responsible for loss or damage to property that is the property of Oxygis and/or its suppliers, but which is in its possession or control (unless such loss or damage is wholly due to an act or negligence of Oxygis).
- 6.5 The Customer is responsible for the specific use he makes of the products purchased and/or the purposes for which he uses these products.
- 6.6 The Customer undertakes to keep the identification codes he has received (password, user name, etc.) secret and confidential. Any use of these identification elements will be made under the Client's responsibility. In the event of loss, theft or fraudulent use of one of these elements, the Client must inform Oxygis.
- 6.7 Oxygis is responsible for the provision of the Services/Products in accordance with the provisions of the Agreement. Except as otherwise provided in this Agreement, Oxygis shall provide the Services/Products during its normal working hours.
- 6.8 Oxygis guarantees that the Services are performed in accordance with applicable market standards and by qualified personnel.

7. PAYMENT AND INVOICING

- 7.1 The price stated in the offer is in euros, unless otherwise stated. This price does not include VAT, delivery and transport costs, nor any other costs and taxes payable by the Client.
- 7.2 If the cost has increased by more than five (5) % compared to the offer, if the Services/Products are provided more than three (3) months after the order date, or if the Client changes the delivery date or the expected completion date, Oxygis has the right to increase prices in proportion to the increase in the cost of materials, insurance, Services or salaries.
- 7.3 The amounts to be paid under this Agreement will be invoiced in accordance with the terms and conditions described in the offer.



7.4 Unless otherwise agreed in writing, all invoices issued by Oxygis are payable within thirty (30) calendar days of the invoice date. In the event of non-payment of all or part of an invoice, the outstanding amount shall be increased by operation of law and without notice of default by an interest of 12% per annum, any month commenced being due. In addition, any invoice not paid in full by the due date will be increased by right and without formal notice by a fixed and irreducible indemnity of 15% with a minimum of 150€ without prejudice to any other costs or indemnities. If a Purchase Order / PO is required for invoicing, the client undertakes to send the document relating thereto to Oxygis within 10 days of the date of signature of the contract or renewal of the licenses. In such a case Oxygis reserves the right to send the invoice. The payment period will start to run from the date of invoice. Any complaint relating to an invoice must be sent by registered mail within 7 calendar days following the date of issue of the invoice. In all other cases, the invoice and the Services shall be deemed to be irrevocably and definitively accepted. Under no circumstances can a complaint justify a suspension of payment. In the event of non-payment within the prescribed period, the provisions of the law of 2 August 2002 on fighting late payment in commercial transactions shall apply automatically and without notice.

7.5 In the event of non-payment of an invoice within the prescribed time limit, Oxygis reserves the right to suspend the execution of the Agreement until full payment has been made or to consider the Agreement terminated. At that time, any commitments that Oxygis may have towards the Client with regard to the backup and conservation of Client data will cease immediately. Oxygis reserves the right to restrict or block access to its products or to retrieve its delivered products, without prejudice to Oxygis' right to compensation for any damages.

7.6 Oxygis reserves the right to apply compensation between the amounts owed to it by the Client and the amounts that Oxygis may owe the Client. In the event of the Client's bankruptcy, or any other form of crisis, all amounts owed by the Client will become immediately payable and Oxygis will apply a set-off against any amounts it may still owe.

8. PRIVACY

8.1 Neither Party shall disclose or use the other Party's confidential information for purposes other than those for which it obtained the information, unless the disclosure or use is necessary for the execution of the Agreement.

8.2 Confidential information shall remain the property of the Party transmitting it. The communication of confidential information does not transfer or grant any license or other intellectual or industrial property rights.

8.3 If the receiving Party is obliged by law, by order of a competent court or by government to disclose all or part of the confidential information, it shall immediately inform the communicating Party in writing and give the latter the opportunity to exercise a right of recourse in order to preserve the said confidential information. In all cases, the receiving Party shall in any event communicate only the confidential information which it is legally obliged to communicate and shall take all possible measures to keep such information confidential.

8.4 The obligation of confidentiality remains applicable for three (3) years after the end of the Agreement.



9. INTELLECTUAL RIGHTS

- 9.1 All intellectual property rights to the Results/Products/Services remain the exclusive property of Oxygis and/or its suppliers. Only a user license is granted during the validity period of the licenses. The Client may not claim any interest or ownership over these intellectual property rights, and does not acquire any rights other than those expressly mentioned in the Agreement.
- 9.2 Unless otherwise agreed in writing, the Client may only use the Results/Products/Services for its own commercial purposes.

10. MAJOR STRENGTH

- 10.1 No Party shall be held liable for delays or failures in the provision of its Services/Products when these result from facts or circumstances beyond its control, are unforeseeable or which it cannot avoid, such as war, riots, demonstrations, civil disorder, operations carried out by civil or military authorities, embargoes, explosions, strikes or labour disputes (including those in which its personnel are involved), cable breaks, floods, persistent frost, fire or storm, energy or utility limitations (including electricity, internet, telecom, hosting services, etc.), viruses and/or malware and defects or delays in deliveries by subcontractors, etc.
- 10.2 When a Party invokes such a case of force majeure, it has the right to suspend or limit the supply of Services/Products in order to protect the operational environment without the other Party having the right to claim any compensation whatsoever.
- 10.3 Each Party shall make every effort to limit the duration of force majeure to the strict minimum.
- 10.4 If these facts or circumstances of force majeure continue for more than three (3) months, each Party may terminate this Agreement by right, by registered letter, without any compensation being due. The delivered Services/Products are however due.

11. RESPONSIBILITY

- 11.1 Oxygis' obligations constitute an obligation of means. Unless otherwise agreed in writing, all execution and/or delivery deadlines are purely indicative. Under no circumstances can the Client invoke non-compliance with the set deadlines to refuse delivery, suspend or terminate the Agreement, not pay Oxygis' invoices or claim compensation.
- 11.2 Oxygis is only liable for contractual and extra-contractual damages caused by a proven error, which can be attributed to it, and within the limits defined below:
- If Oxygis breaches its obligations under this Agreement, the Client will put Oxygis in default in writing, on pain of forfeiture, within two (2) months of the date on which the damage occurred. The formal notice will include a detailed description of the breach and



a reasonable period of at least fifteen (15) working days to remedy it. If possible, Oxygis will remedy the breach itself, in which case the Client may not claim any compensation.

- The liability of Oxygis is limited in all cases to compensation for foreseeable, direct, personal and certain damages suffered by the Client, excluding compensation for indirect and consequential damages such as additional costs, loss of income or profits, loss of clients, loss or corruption of data, loss of reputation, loss of contracts and damages to third parties.
- Oxygis cannot be held responsible for the content of information transmitted or stored by the Client or by a third party using Oxygis' Services.
- In all cases in which Oxygis is held liable, its liability is limited to the total of the amounts paid by the Client to Oxygis under this Agreement during the six (6) months preceding the cause of the damage. This amount will in no event exceed a total of €100,000 per calendar year.

12. PROTECTION OF PERSONAL DATA (GDPR)

12.1 As part of its activity, Oxygis processes the personal data of its prospects, clients and partners in accordance with the law of 8 December 1992 on the protection of privacy and the General Data Protection Regulations (GDPR) 2016/679 of 27 April 2016.

12.2 The person responsible for the personal data of the worker is the Managing Director of Oxygis Partners SRL.

12.3 Oxygis only processes the personal data that the Client voluntarily entrusts to us, whether in the context of a request for a quote, a request for information or a contractual relationship via the online quote form, by e-mail, by telephone, by any other digital means or during physical meetings. The Client records the minimum data necessary and only for the purpose of responding to the Client's request. This personal data is kept for the duration of the business relationship + 10 years.

12.4 The premises containing the computer devices on which this data is stored are physically protected. This protection consists of electronic and centralized management of entrances, a guard service, an alarm system and fire protection devices. The data is mostly backed up or replicated in reputable cloud environments and set up with a high level of security.

12.5 Provisions relating to professional secrecy and the protection of privacy are included in the Client's contracts, agreements, employment regulations and other documents, in order to raise the awareness of our Clients and our internal and external collaborators.

12.6 In accordance with the provisions of the GDPR, Oxygis hereby informs the Client that he has the right to request access, deletion, rectification, limitation, opposition and the right to the portability of his data. If the Client decides to make use of one of these rights, he may send an e-mail to the data controller at info@oxygis.eu. The Customer also has the right to



lodge a complaint with the Privacy Commission, which is the Belgian personal data control authority.

12.7 If the Services provided allow the Customer to collect and process personal information about its own customers and employees or third parties, these activities are carried out under the sole responsibility of the Customer. The Client acknowledges that it acts as the data controller and is responsible at all times for personal data. In this case, the Customer is also responsible within the framework of the General Data Protection Regulations ("GDPR") and the applicable national legislation (together the "Privacy Law"). The data that is processed may become sensitive to confidentiality through the processing mechanism (e.g. addressmatching): it is also the Client's responsibility to verify the impact on the Privacy Law when Oxygis data (which is by its nature anonymous or anonymized) is combined with Client data or third party data. If necessary, the Client undertakes to comply with all the provisions of the aforementioned Privacy Law and to compensate Oxygis in the event of complaints from third parties based on possible breaches of this law. For its part, Oxygis undertakes to comply with the rules of the Privacy Law. If necessary, the parties will, at the Client's request, enter into a subcontracting agreement.

13. OTHER PROVISIONS

13.1 If one or more provisions of the Agreement are contrary to applicable law or invalid for any other reason, this Agreement shall remain valid with respect to the remaining provisions.

13.2 This Agreement constitutes the entire agreement between the Parties with respect to the Oxygis Services and supersedes all previous agreements or proposals, whether oral or written, relating to this subject matter.

13.3 The Client may not transfer the rights and obligations that he has towards Oxygis regarding the execution of this Agreement to third parties without the prior written consent of Oxygis.

13.4 Oxygis reserves the right to entrust all or part of the execution of this Agreement to subcontractors.

13.5 Unless the Client expressly objects, Oxygis may use this Agreement as a reference in its business activities.

13.6 The non-exercise by a Party of one of its rights may in no way be interpreted as a waiver of these rights.

13.7 This Agreement shall be governed by Belgian law, to the exclusion of these rules of International Private Law. The Vienna Convention on Contracts of Sale does not apply. If a dispute cannot be settled amicably, only the courts of the judicial district of Brussels are competent.

14. SALES OF THIRD PARTY PRODUCTS



14.1 Third Party Products that Oxygis sells to the Client and which are not owned by Oxygis itself (including services that are incorporated into Oxygis' services) are subject to the standard terms and conditions (warranty, license, maintenance, etc.) of the distributor. Oxygis does not provide any specific or additional warranty in addition to the distributor's standard terms and conditions. These standard conditions are therefore in any case applicable to the Client on a back-to-back basis and will be communicated to the Client on first request.